the profits, as would be satisfactory, is too indefinite to be enforced. *Mackintosh* v. *Kimball,* 101 App. Div. 494, 92 N. Y. Supp. 132. On the other hand, an agreement to pay what is right is not necessarily indefinite. *Silver* v. *Graves, supra.* Nor is a promise by one that he would make it right. *Brennan* v. *Employer's Liability Assur. Corp.,* 213 Mass. 365, 100 N. E. 633. Plainly, a promise to give the plaintiff, for services to be rendered, as much as any other relation on earth, is also too indefinite to be enforced. *Graham* v. *Graham,* 10 Casey (Pa.) 475. But a contract to provide for one so that she would not have to work is sufficiently certain and valid. *Thompson* v. *Stevens, supra.* While a promise to pay part of the money paid is too uncertain to be dealt with by the courts. *Burney* v. *Jones,* 140 Ga. 758, 79 S. E. 840.

Damages cannot be awarded when the extent of the liability cannot be made certain. *East Line, etc., R. Co.* v. *Scott,* 72 Tex. 70, 10 S. W. 99, 13 Am. St. Rep. 758. But because the amount cannot be ascertained until the end of the year does not necessarily make the contract uncertain. *Fraker* v. *A. G. Hyde & Son.,* 135 App. Div. 64, 119 N. S. Supp. 879. And even though a part of the agreement be void, if that which remains is sufficient to constitute a complete contract in itself, it will be enforced. See *State* v. *Racine Sattley Co.* (Tex. Civ. App.), 134 S. W. 400. In all of these cases where services have been rendered, though there cannot be a recovery on the contract itself, where it is held to be indefinite and vague, yet the reasonable value of the services may be recovered on a quantum meruit. See *United Press* v. *N. Y. Press Co., supra; Bluemner* v. *Garvin, supra; Petze* v. *Morse Dry Dock & Repair Co.,* 125 App. Div. 267, 109 N. Y. Supp. 328.

CORPORATIONS—FRAUDULENT TRANSFER OF ASSETS—RIGHTS OF CREDITORS.—A corporation controlled by persons owning the controlling interest in another corporation, having incurred liability for a tort, transferred its assets to the second company for an inadequate consideration. The injured party brought an action against both corporations. *Held,* both the transferror and transferee are liable. *Wolff* v. *Shreveport Gas, Electric Light & Power Co.* (La.), 70 South. 789. See NOTES, p. 632.

EASEMENTS—CREATION—WAY BY NECESSITY.—As directed by the testator's will, certain property was divided into two tracts, one of which was assigned to the plaintiff, and one to the defendant. At the time of the partition, the plaintiff's tract was bounded by a public road leading to the village from which road a private driveway led to his residence. There was also a way across defendant's land, which was a more convenient mode of reaching the village than by the other method. The plaintiff later sold that part of his tract fronting on the public road and through which the private driveway extended, and subsequently claimed a right of way by necessity across the defendant's land to the village. *Held,* the plaintiff is not entitled to the right of way. *Turner* v. *South & West Improvement Co.* (Va.), 88 S. E. 85.

It is well settled that where a tract of land is accessible only over the property of the grantor or of third persons, a right of way by necessity will arise by implication over the lands of the grantor, since otherwise